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VOL. LXXVII. **Saturday, July 29, 1933.** No. 30

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Current Topics.

The Judges' Salaries.

PUBLIC attention is now again being turned to the question of the judges' salaries, which was raised and discussed early last year. At that time it appeared that the matter was allowed to drop as the result of Mr. BALDWIN's answer to a question asked in the House of Commons on the 25th February, 1932. In effect, this answer was little more than an assurance to the judges that nothing had been further from the Government's intention than to derogate in any way from the special position in which the judges stood by virtue of the Act of Settlement or to affect the independence or prestige of their office. From this it might reasonably be argued that the judges' complaint was directed not so much at the loss of emoluments as at the attempt to classify them as servants of the Crown. A recrudescence of the whole matter resulted from Mr. Justice AVORY's speech at the Mansion House dinner a short time ago. This time the judges' case was taken up on strong lines by certain of our contemporaries, one of which has recently informed its readers that a Petition of Right has been settled by "eminent counsel." While it is not for us to throw doubt on such a definite assertion, we must express our surprise that such a precipitate course of action has been advised or adopted. For, when the matter was again raised in the House on the 12th July last, Mr. BALDWIN, after giving an answer in similar terms to his answer of last year, offered to debate the subject. It might reasonably be expected that advantage would be taken of such an offer before any proceedings were launched, and, in the absence of official confirmation of the rumour, it is to be assumed that this is the case.

A Possible Abuse.

THERE appear to us to be two strong arguments in favour of the contention that the judges are not "servants of the Crown." First, it is one of the attributes of service that, apart from any waiver of this right which may be given by contract, dismissal, as well as appointment, is in the power of the employer. Now under the Act of Settlement, the relevant provisions of which are incorporated in s. 12 of the Supreme Court of Judicature (Consolidation) Act, 1925, the dismissal of a judge is most definitely not in the hands of the Crown, quite apart from the condition relating to *quamdiu se gesserit*. Secondly, no one has disputed that an Act of Houses of Parliament is the sole method of depriving a judge of office. If, nevertheless, reductions in salary may be arbitrarily imposed by the Crown, there appears to be no logical reason why such a reduction should not be applied to any individual judge who has incurred the Crown's displeasure, and it is not such a big step to imagine a state of affairs where a judge might be forced out of his post by a reduction of his salary to a merely nominal fee. This would be a possible method of circumventing the provisions of the Act of Settlement, which have always been assumed to secure the complete independence of the judges from the rest of the country in general and from the Crown in particular. It may be said that this is a *reductio ad absurdum*, but that does not affect the underlying principle. Another interesting point arises in connection with the hearing of the Petition of Right, assuming that this was ever presented. Normally such a petition is heard by a judge of the Supreme Court, just as any other action. For obvious reasons, this would be impossible in the case of the judges. The only tribunal capable of hearing the case would have to be composed of persons who have the necessary judicial qualifications but are in no way affected by the cuts themselves. The selection of such a tribunal forms a knotty legal problem which we would not care to spoil by suggesting a solution.

Nuisance by Church Bells.

THE amicable settlement of the proceedings brought to restrain the alleged nuisance caused by the ringing of the bells of St. Alban's, Golders Green, has an air of fitness about it; it is meet and proper that amity should exist between a church and the neighbourhood it serves. But it has never been suggested, even in the leading case of *Soltau* v. *De Held*, (1851), 2 Sim. (N.S.) 133, that church bells are privileged by virtue of their function, and in this connection we may contrast our law with that recently applied in Egypt, where a landowner (as was reported in *The Observer*) sought to restrain the building of a mosque on a site adjoining his premises, his complaint being that the invocations of the *muezzin* would interfere with the enjoyment of his premises. The short answer to this was that a pious invocation could not under any circumstances be considered a nuisance. Whereas in *Soltau* v. *De Held* the plaintiff succeeded in obtaining an injunction to prevent the ringing of church bells, which perform a similar function but in less expressive manner. The bells were, it appeared, rung at early hours and at frequent intervals during the day; but the injunction granted did not order the defendant to cease ringing them altogether. It was held in the course of the judgment that the "church" not being a parish church, and being in fact a Roman Catholic [illegible]el, was not a church in law; but that it was clearly not [illegible] Roman Catholics to have bells attached to their worship. It has since been suggested, on the [illegible] of this pronouncement, that a parish church belong[illegible]e Church of England may ring any number of bells [illegible] long, no matter how heavy the bells or how close [illegible]ay be to private residences. The reasoning does [illegible]m to be altogether sound; no such contention was [illegible]ned in the case recently settled, and we doubt whether [illegible]nglish court is likely to apply the latest Egyptian [illegible]rity or to follow it for different reasons.

The Meaning of "Money" in a Home-made Will.

THE infinite possibilities of the home-made will as a source of litigation, at least to the extent of an originating summons to have its meaning determined, were once more illustrated in a case of *In re Evans*, which recently came before EVE, J., and which, though not calling for a full report, is worthy of note. The testator, a Welsh farmer, who made his will only just before his death, after giving £5 5s. to a friend for his kind assistance in drafting the will—a very handsome payment as counsel observed—after directing payment of debts and legacies, declared that "all the balance of my money should be to charitable institutions, viz., Dr. Barnado, Blind, Mental." This was quite vague enough for a summons, but the testator left further doubt as to whether this was intended to be a true residuary gift, by adding the words "all my personal property, such as clothes, etc.," to a legatee named. It was very definitely laid down by the Court of Appeal in *In re Taylor* [1923] 2 Ch. 99, that the word "money" in a will must be treated in the strict sense as referring to cash in the house or at a bank on drawing account, unless there is some context to enlarge its meaning to the popular sense in which it may mean the whole of the personal estate, or even the whole of the property of the testator; as YOUNGER, L.J. (as he then was), put it, to use a North Country phrase, a gift of the testator's "brass." In that case the Court of Appeal held, differing from PETERSON, J., that there was a sufficient context. On the other hand in *In re Gates* [1929] 2 Ch. 420, where the will simply consisted of the words: "I leave all my money to AB," there was clearly no such context, and the Court of Appeal so held. The Court ought to fasten on even a very slight context in the case of a home-made will, where it can find one. But in the present case, EVE, J., thought that though he would have liked to hold that the first gift of the "balance of my money" was residuary, there was a context the other way, that "money" referred to cash only, which amounted to £6 4s., and that the gift of "personal property" was the true residuary gift. Looking at the whole will, however, the direction to pay debts and legacies before ascertaining the "balance of money," appears to be a context suggesting that the word "money" is not to be taken in its strict sense, while the later words after the gift of personal property "such as clothes, etc.," obviously indicate the application of the *ejusdem generis* rule, limiting the meaning of the word "property" to personal chattels. The correctness of the decision appears very doubtful, and it cannot be treated as an authority.

Solicitors Signing the Court Roll.

BY reason of the decision of a Divisional Court in *Re a Debtor* (No. 29 of 1931) (*The Times*, 25th July), a solicitor is entitled to recover his costs in a bankruptcy matter in a county court although he has not signed the roll of solicitors in that court. The objection had been taken in the county court by a debtor to petitioning creditors' bills of costs that the petitioning creditors' solicitor had not signed the roll of solicitors in the county court. The county court judge upheld the debtor's objection, deciding that the solicitor was unable to practise in the court and was not entitled to claim any costs for so practising. Mr. Justice CLAUSON (delivering the judgment of the court) reversed the decision of the county court judge after a careful consideration of the Statutes involved. The debtor's objection was based on s. 26 of the Solicitors Act, 1860, s. 44 of the Solicitors Act, 1932, and Ord. 54, r. 7, of the County Court Rules. Section 26 of the Solicitors Act, 1860, imposed sundry penalties (including that of incapacity to recover fees) on any person who acted as a solicitor without due admission and emolument under the Act. As, however, by the operation of the Bankruptcy Act, 1869, the necessity for a separate admission as a solicitor in the Court of Bankruptcy came to an end, s. 26 of the Act of 1860 ceased to have any bearing on the problem under consideration. Section 44 (1) of the Solicitors Act, 1932, provided that every qualified solicitor might practise as a solicitor in the Supreme Court, and on signing the roll of solicitors of any inferior court of law or equity which kept such a roll, in that court. Sub-section (2) of the same section provided that nothing in the Act should prejudice or affect any right of practising in any court which immediately before the beginning of the Act was enjoyed by persons qualified to act as solicitors. His Lordship held that this was not a restriction on the previously existing right of solicitors to practise in the County Court of Bankruptcy. Nor, in the opinion of the court, did Ord. 54, r. 7, of the County Court Rules, which provided that no solicitor should be allowed to appear for any person in a court until he had signed a roll or book to be kept for that purpose by the Registrar, apply to the county court as a court of bankruptcy. The result is entirely satisfactory to solicitors, who will be naturally indignant at an attempt to deprive a lawyer of his fees, especially as the attempt in this case was wholly without merit.

Hostile Witnesses.

CONDUCTING a case in a county court, a friend of ours had the unpleasant experience of finding that one of his witnesses not only failed to come up to his proof, but also stated, when cross-examined, that our friend's client had tried to bribe him. Also the further unpleasant experience that the judge refused leave to cross-examine the said witness as hostile. There is but little recent authority on what constitutes a hostile witness, but two points are well established. One is that the witness must appear not merely unfavourable or adverse, but, as Lord BRAMWELL put it in *Amstell* v. *Alexander* (1867), 16 L.T. 830, must exhibit some hostile animus. In *Coles* v. *Coles and Brown* (1866), L.R. 1 P. & D. 70, another requirement was mentioned: he must, from the manner in which he gives evidence, show that he is not desirous of telling the truth to the court. The other point is that the granting or refusing of leave to cross-examine one's own witness is a matter for the discretion of the judge. This was finally settled by the Court of Appeal in *Price* v. *Manning* (1889), 42 Ch. D. 372.

Fox Farms.

AGRICULTURAL depression and/or the vagaries of fashion has/have led to the establishment of a number of fox farms in different parts of the country. Two questions suggest themselves to the lawyer in connection with these enterprises: Is land so used "de-rated"? and if let, is the tenancy within the Agricultural Holdings Act? The requirements are not exactly the same. The former question has already been answered in Scotland, where, in *Ardross Estates Co.* v. *Snow Belt Farms, Ltd.*, reported in "Walker's De-Rating Appeals in Scotland," p. 116, the reader will find concise and interesting disquisitions by Lords HUNTER and SANDS on the apparent omission of the Legislature to make the statute applicable to "rural land" used for this purpose. Lord HUNTER points out that etymologically "agriculture" means "the science, art and industry of utilising the soil to produce the means of human subsistence"; and the foxes were kept in pens, did not graze (being carnivorous), and were bred in order that their pelts might be used for human clothing. And Lord SANDS declined to accede to an argument that all use of land for the purpose of breeding animals was an agricultural use. The other question has not been decided, but it seems unlikely that it could be answered in the affirmative, the definition of an "agricultural holding" being narrower than that of "agricultural land." Indeed, as our "Landlord and Tenant Notebook" of 1st October last shows (vol. 76, p. 666), it is very doubtful whether even a poultry farm, which is certainly carried on to produce the means of human subsistence, would be an agricultural holding.

The Rent Restriction Regulations, 1933.

THE Ministry of Health has lost no time in issuing provisional regulations prescribing, as authorised by s. 14 of the new Act, three things: a new form of notice of increase of rent, the matters of which notice is to be given *via* notices to be inserted in rent books, etc., and the form of application for registration of decontrolled properties.

The new form of increase of rent differs from the old mainly in regard to the explanatory notes, which are very copious and are referred to in what one might call "the text" by means of marginal annotations; in this respect the form resembles an income tax return form. The chief modifications in "the text" are that the increase is announced in impersonal form: ". . . the rent . . . will be . . ." instead of "I intend to raise the rent" (after all, there is no arguing about the rent of a dwelling-house within the Acts, which is not really rent at all: see *Davies* v. *Bristow* [1920] 3 K.B. 428); and what are now called "the details" commence, instead of concluding with, the standard rent.

The notes, five in number, state the effect of relevant provisions of the 1920, 1923 and 1933 Acts. The first deals with length of notice, and might perhaps have mentioned the effect of s. 3 (1) of the 1920 Act—no increase except in a period during which, but for the Act, the landlord could get possession; but presumably there are few monthly, quarterly or yearly contractual tenancies now in existence.

The second note replaces the old footnote as to the rights of tenants whose premises are in disrepair, and brings in the provisions of the 1923 statute, as to service of the sanitary authority's certificate on the landlord. It does not mislead the tenant by omitting to mention that the assistance of the sanitary authority is not a *sine qua non*. As before, the address of the sanitary authority must appear; it is perhaps arguable whether this provision is strictly *intra vires*.

The remaining notes explain, in well chosen language, the permitted increases, including the one authorised by the 1923 Act in the case of sub-letting.

The rent-book notice will take up a good deal of space unless printed very small. The authorising section speaks of "rent-books and similar documents"; *cf.*, the Statement of Rates Act, 1919, which also mentions "rent cards." The information to be conveyed includes the standard rent, and this provision will virtually replace s. 11 of the principal Act, the penalty for non-compliance being the same ("not exceeding ten pounds"); but while the new Act has facilitated the task of proving the standard rent in "proceedings in which it is required to be determined" (s. 6) the landlord has not, under s. 14, the same defence ("reasonable excuse") as he has under s. 11 of the 1920 Act.

The statement that any disagreement as to the rent chargeable can be settled by application to the County Court seems a bit wide, and ignores *Broomshall* v. *Property Agents and Owners Ltd.* [1922] 1 K.B. 311.

The last two notes remind the tenant that he has duties as well as rights, by stating the effect of the new provisions as to sub-letting.

The new form for registration of decontrolled premises is a straightforward affair, embellished only with a warning as to the consequences of false statements made with intent to deceive; but a footnote to the words "Address of dwelling-house," pointing out that sufficient particulars must be given to identify the dwelling-house where it forms part only of a rateable hereditament, speaks well for the foresight exercised in drafting the form.

Whether the two forms which concern tenants will serve their purpose of dispelling the ignorance and removing the apathy so deplored before, and by the Departmental Committee, remains to be seen. To a cynic, it seems that the authorities have realised the futility of taking the horse to water and hope better results will be attained by taking the water to the horse, and that the Minister of Health is but trying to make good the shortcomings of Presidents of the Board of Education of many years ago in failing then to stimulate thirst for knowledge and thirst for justice.

Entertainment Tax.

NON-BATHERS AT A BATHING-POOL.

LAST year and this year it has once more been possible to distinguish summer from winter and numerous bathing-pools have been, and are being, constructed throughout the country. To them go many persons, the majority to bathe, but a not inconsiderable minority, either from lack of aquatic skill or because of the ravages of water upon complexion and hair, elect to remain upon the bank to watch the fun. To them the decision of Finlay, J., in *Attorney-General* v. *Southport Corporation* (*The Times*, 25th July), will come as a welcome example of judicial common sense in construing a statute.

The learned judge decided that a non-bather who paid for admission to the sea bathing lake and grounds at Southport and who merely sat in a seat and enjoyed a view of the bathing-lake and the adjacent parks, recreation ground and seashore, with the additional right to use the rest of the lawns, gardens and café making up the grounds, was not paying for admission to an entertainment within s. 1 of the Finance (New Duties) Act, 1916, so as to render the corporation liable for entertainment tax. Section 1 (1) of the Act is as follows:—

> There shall . . . be charged, levied and paid on all payments for admission to any entertainment as defined by this Act an Excise Duty . . .

and s. 1 (6) provides:—

> The expression "entertainment" includes any exhibition, performance, amusement, game or sport to which persons are admitted for payment; and the expression "admission to an entertainment" includes admission to any place in which the entertainment is held;
>
> The expression "admission" means admission as a spectator or one of an audience, and the expression "payment on admission" includes any payment made by a person who, having been admitted to another part thereof for admission to which a payment involving duty or more duty is required.

Finlay, J., made it clear that he was deciding the case upon the particular facts before him. But he was clearly impressed by the fact that the bathing was not organised in any way, except when there were special galas, in respect of which entertainments duty was paid. And it may be reasonably said that this is the test to apply when construing the Act. For the corporation had obviously no control over the numbers of persons bathing or their skill at swimming and diving. There might be no one in the lake at all. In fact, in the words of the learned judge, there was nothing except "bathing by persons willing to do so." To hold that there was admission to an "entertainment" would, it is submitted, mean that every person who paid for a seat in a public park or upon the seashore in order to view in greater comfort the beauties of the scenery and the spectacle of others enjoying themselves would be paying for admission to an "entertainment," and would himself be liable under s. 1 (2) of the Act to a penalty of £5. As Darling, J., pointed out in *Lyons & Co.* v. *Fox* [1919] 1 K.B. 11, at p. 23, the intention of the Legislature becomes much clearer when this penalty is remembered, it being absurd to suppose that it was intended to apply to (in that case) a person who paid for his dinner in the Trocadero Restaurant, where music was also provided. Equally absurd would it be, said Bailhache, J. (at p. 21), to apply it to one who paid for a pair of boots in a shop. Neither was paying for admission to the premises, but for the meal or the boots. *A fortiori*, in the present case where there was no question of any band or singing.

There are, of course, many swimming-pools where dancing facilities are also provided on a floor adjacent to the pool. On such facts a court might reach a different conclusion in respect of non-bathers and even non-dancers, who were of necessity listening to the band, though it is possible that either class might escape by having some refreshments and so coming within the *Trocadero Case* (*supra*).

A number of authorities were cited, including *Gardiner* v. *Stockham* [1920] 1 K.B. 104 (the Brighton Pier case), and *Terry* v. *Brighton Aquarium Company*, L.R. 10 Q.B. 306, but they were all decided on particular facts. There does seem clearly to emerge, however, from them the principle applied by Finlay, J., namely, that to attract duty there must be something in the nature of an organised entertainment which will take place with reasonable certainty and regularity.

The flounderings of human beings in an unwonted element may be entertaining, but they are not an "entertainment" within the Act.

Irregularities in Adoption Cases.

THE effects of an order under the Adoption of Children Act, 1926, are serious and far-reaching. The adopters, generally speaking, understand within a little to what they are committing themselves, but there is a tendency in courts of summary jurisdiction, and in this article we are speaking of such courts only, to ignore the rights of others, and to assume that adoption is necessarily the best thing for the child in all cases, in doing which they borrow from another statute, which has nothing to do with adoption, the slogan "the welfare of the infant the first and paramount consideration."

In a number of cases the courts are asked to give formal sanction to an arrangement already existing, in which the infant is under the belief that the adopters are his or her natural parents, and there is an almost universal assumption that it would be a dreadful thing to disturb this belief. The assumption is quite unsound. If the tie is so slight that discovery can break it, it seems hardly worth preserving. If it is founded, as it usually is, on years of kindness and care, the effect of the first small shock would pass rapidly, and the tie, if anything, be drawn closer.

But, as it is, part of s. 3 (*b*) of the Adoption of Children Act, 1926, is frequently ignored. That section provides that "The court before making an adoption order shall be satisfied . . . that the order if made will be for the welfare of the infant, due consideration being for this purpose given to the wishes of the infant, having regard to the age and understanding of the infant." In the vast majority of cases the infant is so small that the sole indication of its wishes can be its apparent clinging to its would-be adopters. But there have been cases where an infant as old as seventeen or eighteen years of age has, with the concurrence of the court, been kept in entire ignorance of the proceedings. Some pretence at observing the law is made. Indirect evidence, almost inevitably from the would-be adopters only, is sought that the infant would, if it knew anything about it, like to be adopted by them. Having in view the fact that the infant is taking on a liability to maintain the adopters this is patently inadequate. It is a definite breach of the statute. Yet not only lay benches do these things; they are done by professional magistrates; and both lay and professional benches are protected by the proceedings being held behind closed doors, under s. 8 (2) and r. 7 of the Adoption of Children (Summary Jurisdiction) Rules, 1926.

The guardian *ad litem* ought, of course, to see that the infant is not kept in this improper ignorance of what is being done. Under r. 6 of the Rules cited he is to make investigations "with a view to safeguarding the interests of the infant before the court," but insistence on elementary legal principles is not investigation, and the guardian *ad litem* is usually an officer of a local authority, subservient in all matters of procedure to the court before which he appears. Usually he holds the current view that knowledge must be withheld from the infant, however nearly the period of infancy may have expired.

So wide of the mark indeed can people go over this simple matter that we have come across one clerk to justices who, seeking guidance as to the lawfulness of concealment, only incidentally revealed that the person to be adopted was over twenty-one and so outside the Act altogether.

More common than concealment from the infant is concealment from its natural parents. The widest interpretation is put on the proviso to s. 2 (3) of the Act, giving power to dispense with consent in certain circumstances. Not only is consent dispensed with, but parents are sometimes not even summoned as respondents, this in direct contravention of r. 4 (2), which says that they *shall* be made respondents, and r. 4 (3), which says that they shall have notice.

It must be admitted that the proviso cited is sufficiently ambiguously expressed to allow those eager to use it an opportunity of wrong interpretation. The correct one is set forth at p. 203 of Lieck and Morrison's "Matrimonial and Family Jurisdiction of Justices," 2nd ed. The words "Where consent ought to be dispensed with" have reference only to "persons liable to contribute" as distinguished from parents, guardians and persons having custody. On a strictly grammatical construction this is correct, for the two correlatives are "either has" and "or is." Thus, the last part of the sub-section, referring only to persons liable to contribute, reads either (*a*) has persistently neglected or refused to contribute . . . or (*b*) is a person whose consent ought . . . to be dispensed with.

The very people who are incapable of appreciating this difficult construction are also those who are prepared to exercise recklessly the wide dispensing power they consider they have, and they do so.

There are instances of even more elementary breaches of law, some due to the fact that those who administer the law do not trouble to read it. We have heard it debated whether a child not a British subject could be adopted, and have known the authority of s. 2 (5) yielded to but reluctantly on that point. To those who find it difficult to be convinced on this point, the mysteries of domicile must be an impenetrable forest.

It is very doubtful whether the rule as to hearing *in camera* is sound. The contracting of relations affecting status should be public. We are required to marry in the face of the world. Why should we be allowed to take other people's children as our own in secret?

Company Law and Practice.

Contributories.

THE liberty of the subject is a topic which can usually, if skilfully handled, be relied upon to produce a good deal of discussion, and not infrequently to engender a certain amount of heat. It is no part of the usual function of this column to deal with such a subject, and I have no intention of doing so to any considerable extent this week, but a particular section of the Companies Act, 1929, has recently caught my eye, and I think it may be of some general interest to refer to it. Under s. 218, which is included in a group of sections under the general head "General Powers of Court in Case of Winding Up by Court," we find that the court may, at any time either before or after making a winding up order, on proof of probable cause for believing that a contributory is about to quit the United Kingdom, or otherwise to abscond, or to remove or conceal any of his property for the purpose of evading payment of calls, or of avoiding examination respecting the affairs of the company, cause the

contributory to be arrested, and his books and papers and movable personal property to be seized, and him and them to be safely kept until such time as the court may order. Pretty strong meat, this. The section, however, does not, as one might think from a first reading, make it necessary for the court, if it takes action under the section, both to have the offender arrested and his movables seized; it can do either one or the other (*Re Imperial Mercantile Credit Co.* (1867), L.R. 5 Eq. 264). Rules 217 to 220 of the Winding Up Rules, 1929, contain provisions dealing with the details incident to an arrest under the Act.

Even then the powers conferred by the section seem very wide, and one may perhaps ask why it is that a contributory should be singled out for treatment of a nature totally different from that accorded to an ordinary debtor. It is certainly unfortunate in this connection that the Act is not able to furnish a satisfactory definition of contributory and stick to it. My readers will remember that s. 158 says that "contributory" means every person liable to contribute to the assets of a company in the event of its being wound up, and for the purposes of all proceedings for determining, and all proceedings prior to the final determination of, the persons who are to be deemed contributories includes any person alleged to be a contributory. But, as has recently been pointed out by Maugham, J., this definition cannot apply to the word "contributory" wherever it is used in the Act—it would be waste of space to refer to any number of the sections where the definition cannot apply, but it certainly, for example, does not in s. 170, and indeed there is express authority to that effect. It will thus be realised that, in s. 218, one has to decide whether the definition applies or whether it does not.

The words "to remove or conceal any of his property for the purpose of evading payment of calls," can clearly only apply to the case of a contributory in the strict sense of the word—that is a person who is bound to contribute—so that if those words stood alone one would be bound to say that the section only applies to a contributory as defined by s. 158. But they do not, and we must therefore see to whom the other words can apply.

"Avoiding examination respecting the affairs of the company" is another ground on which, if the court is satisfied that there is probable cause for believing that a contributory is about to abscond or remove his property, the arrest may be ordered. The examinations referred to are no doubt those under ss. 214 and 216; under neither of these sections is the contributory expressly referred to, though he may come within the scope of either. Under s. 214 the persons who may be examined are "any officer of the company or person known or suspected to have in his possession any property of the company or supposed to be indebted to the company, or any person whom the court deems capable of giving information concerning the promotion, formation, trade, dealings, affairs or property of the company"; while under sub-s. (3) of that same section the court may require the production of books and papers by the examinee, which supplies one good reason for the power of seizure of books and papers contained in s. 218.

Under s. 216 the ambit of examination is somewhat narrower; its provisions can only be applied where the official receiver has made a further report stating that in his opinion a fraud has been committed by persons of the classes referred to in the section, when the persons to whom the report refers may be the subject of examination. This examination must be a public examination, whereas under s. 214 the examination is usually private Failure to attend for public examination may lead to arrest (Winding Up Rules, 1929, r. 64).

It is evidently to facilitate the holding of these two kinds of examination that s. 218 exists in its present form, but this does not shed a great deal of light on the question, adumbrated above, as to whether the section refers only to a contributory who is actually liable to contribute or to one who so far belies his name as to be the holder of only fully paid shares. It is difficult to get away from the definition of "contributory" in s. 158, but on the whole there seem to be good grounds for saying that the section applies to any contributory in the widest sense of the term.

Following s. 158, there are certain sections which dot the i's and cross the t's, so far as a contributory's liability is concerned. First of all there is s. 159, which provides that the liability of a contributory shall create a debt (in England of the nature of a specialty) accruing due from him at the time when his liability commenced but payable at the times when calls are made for enforcing the liability. The substantial point in the debt being of the nature of a specialty is that the period of limitation is longer than if it were a mere simple contract debt.

Section 160 makes what one would think was very obvious provision for the death of a contributory, by saying that if a contributory dies either before or after he has been placed on the list of contributories his personal representatives are to be liable, in due course of administration, to contribute to the assets of the company in discharge of his liability, and are to be contributories accordingly; whilst it also expressly provides for the taking of administration proceedings in cases where personal representatives make default in paying any money ordered to be paid by them. Where the section refers to money ordered to be paid by the personal representatives, it presumably means money liable to be paid as a result of a call made by the liquidator (see s. 206 and r. 84 of the Winding Up Rules, 1929), or under an order made under s. 205 in respect of calls; there seems no particular reason why it should only mean the latter, and in any case there seems no necessity for the sub-section at all, as it would appear there would be sufficient to ground administration proceedings without the section's assistance.

The next section (s. 161) provides what is to happen on the bankruptcy of a contributory, whether before or after he has been placed on the list of contributories. In such case his trustee in bankruptcy is to represent him for all the purposes of the winding up, and is to be a contributory accordingly, and may be called on to admit to proof against the estate of the bankrupt or otherwise to allow to be paid out of his assets in due course of law any money due from the bankrupt in respect of his liability to contribute to the assets of the company, and there may be proved against the estate of the bankrupt the estimated value of his liability to future calls as well as calls already made.

In order to facilitate the payment of calls in the case of a deceased contributory, the legislature has seen fit to confer upon a liquidator a power to take out letters of administration to the estate of a deceased contributory. By s. 191 (2) (*f*) the liquidator in a compulsory liquidation has power to take out in his own name letters of administration to any deceased contributory, and to do in his official name any other act necessary for obtaining payment of any money due from a contributory or his estate which cannot be conveniently done in the name of the company, and in all such cases the money due is, for the purpose of enabling the liquidator to take out letters of administration or recover the money, to be deemed to be due to the liquidator personally. This power extends to a voluntary winding up (s. 248 (1) (*b*)).

NON-CONTENTIOUS PROBATE RULES.

Notice is given in accordance with s. 1 (1) of the Rules Publication Act, 1893, that after the expiration of at least forty days from 19th July, 1933, the President of the Probate, Divorce and Admiralty Division of the High Court, with the concurrence of the Lord Chancellor and the Lord Chief Justice of England, proposes to make rules relating to the use of photographic copies of documents in the Principal Probate Registry.

Copies of the above draft rules, which may be cited as the Non-Contentious Probate Rules, 1933, may be obtained directly from the Stationery Office.

A Conveyancer's Diary.

Restrictive Covenants—*continued.*

I HAVE already laid stress upon one important respect in which the decision in *Re Union of London and Smith's Bank Limited's Conveyance* resolves what doubts may have existed upon the question as to whether the benefit of a restrictive covenant not annexed to land so as to run with it, can be assigned by the covenantee after he has parted with the land. It is now quite plain that it cannot.

That leads me to remind the reader of a point to which I have called attention before, namely, the necessity of seeing that the benefit of restrictive covenants which does not pass without assignment is included in assents by personal representatives to the vesting in devisees of land for the protection of which the covenants were obtained.

I feel sure that this is frequently overlooked, but it may be of great importance.

Suppose that A, being the owner of land, sells a part of it exacting restrictive covenants from the purchaser, the conveyance showing that the covenants were intended for the benefit of the retained land so as to enable A to dispose of that land to greater advantage, but not annexing the benefit of the covenants to that land.

A dies having devised the retained land to B, who in due course calls on the personal representatives of A to assent to the retained land vesting in him.

I wonder how often in such a case the solicitors for the devisee examine the deeds to see whether there is any restrictive covenant, the benefit of which ought at the same time to be vested in their client? And still more, I wonder how often if, not finding any duplicate conveyance of adjoining property containing restrictive covenants, they carry their investigations further and examine the completed drafts of any conveyances of adjoining land to see whether any such covenants were contained in conveyances of which no duplicates were executed. It is generally quite impracticable to do this, and yet it may be a matter of some moment to the devisee.

It seems to follow from a consideration of the judgments in *Chambers* v. *Randall* [1923] 1 Ch. 149 and *Re Union of London and Smith's Bank Limited's Conveyance* that if B obtain an assent in his favour from A's representatives without any mention of the restrictive covenants, then the covenants cease to be enforceable, in fact are gone altogether, and the benefit of them cannot afterwards be assigned to B.

It is possible however, that the principle of the decision in *Lord Northbourne* v. *Johnston & Sons* [1922] 2 Ch. 309, may be extended to apply to the case of a personal representative in whom the benefit of the covenant has vested with the land. Mr. Jolly considered the decision open to doubt, but Romer, L.J., in *Re Union of London & Smith's Bank Limited's Case*, whilst distinguishing it from the case before him, did not express any disapproval of it on this point.

Shortly, the facts were that trustees in whom an estate was vested developed the estate, and exacted from purchasers restrictive covenants which were not annexed to the land they retained, but intended to enable them the better to develop it. The land retained was conveyed by the trustees to Lady Northbourne, who was absolutely entitled to it, but the conveyance did not assign the benefit of the restrictive covenants. Lord Northbourne (the plaintiff in the action) became entitled under Lady Northbourne's will, and he obtained from the representative of the last surviving trustee an assignment of the benefit of the covenants.

Sargant, J., held that the trustees, having obtained the covenants in the first place for the benefit of Lady Northbourne, who as the equitable owner was always entitled to compel the trustees to allow her to use their names for the purpose of enforcing the covenants, the contention that there had been a severance of the covenants from the land benefited thereby was, in the circumstances, unduly technical. Consequently, Lord Northbourne was held to be entitled to enforce the covenants.

Unless the principle of that case can be extended to apply where personal representatives have assented to a devise without any assent or assignment regarding the benefit of the covenants (which is, to say the least, doubtful), the devisee could not, in such a case, afterwards obtain an assignment of the benefit which would be lost altogether.

In my Diary last week, I endeavoured to lay down the rules regarding the benefit of restrictive covenants, but said that I excepted cases where a "building scheme" could be established.

It may be that since the L.C. Act, 1925, the creation of an effective building scheme has become impracticable, and that as regards schemes established before then, the effect of the Act will be gradually to render them inoperative. That is a question which I hope to consider later, but in the meantime I may shortly remind the reader of the nature of such schemes and what it is necessary for one owning land to prove in order to show that a scheme exists, and that he is entitled to benefit under it by enforcing restrictive covenants affecting other land.

Building schemes, as we understand the term, arose out of the practice of having deeds of mutual covenants where an estate was sold in plots for building purposes. Each purchaser executed the deed which had the effect of annexing the benefit of the covenants to the land of the vendor remaining unsold and to the plots already sold. This, of course, amounted to express annexation, and the benefit of the covenants entered into by each purchaser became annexed to and passed without express assignment with the conveyance of each of the other plots.

The building schemes, however, to which, for the moment, I am referring, are those which are not established by any deed of covenant but rest upon the implied intention of purchasers of plots on a building estate that the covenants with the vendor into which they enter shall enure for the benefit of all other purchasers of plots on the estate and be enforceable by all the purchasers and their successors in title *inter se*.

In the well-known case of *Elliston* v. *Reacher* [1908] 2 Ch., 374, Parker, J., laid down what it is essential to show in order to establish a scheme. His lordship said that it must be proved "(1) that both the plaintiffs and the defendants derive title under a common vendor; (2) that previously to selling the lands to which the plaintiffs and the defendants are respectively entitled the vendor laid out his estate or a defined portion thereof (including the lands purchased by the plaintiffs and defendants respectively) for sale in lots, subject to restrictions intended to be imposed on all the lots, and which, though varying in details as to particular lots, are consistent only with some general scheme of development; (3) that those restrictions were intended by the common vendor to be and were for the benefit of all the lots intended to be sold, whether or not they were also intended to be and were for the benefit of other land retained by the vendor; and (4) that both the plaintiffs and the defendants or their predecessors in title purchased their lots from the common vendor upon the footing that the restrictions subject to which the purchases were made were to enure for the benefit of the other lots included in the general scheme, whether or not they were also to enure for the benefit of other lands retained by the vendor."

The difficulties which beset a plaintiff who seeks to enforce restrictions by virtue of a building scheme are, it is obvious, very great, and become greater as time goes on. Perhaps the least troublesome case arises where the land has been put up for sale by auction and the particulars and conditions of sale, and especially a plan attached thereto showing the outlay of the estate, can be produced. But even then the intention of the common vendor may not be apparent and "must in general

be gathered from all the circumstances of the case, including, in particular, the nature of the restrictions."

Where the lots owned by the plaintiff and the defendant were sold by auction at the same time the task of the plaintiff would be easier, but if that were not so (as would often happen) it would be no simple matter, especially after a lapse of time, to show that the defendant or his predecessor in title had notice of the facts involved in the last three points mentioned by Parker, J.

It may be observed that Parker, J., did not place the equity arising from a building scheme upon the implication of mutual contract, because the sales might take place at different times in circumstances which would preclude the possibility of any actual contract. His lordship thought it sufficient to say that where the four points he mentioned are established "the community of interest imports in equity the reciprocity of obligation which is in fact contemplated by each at the time of his own purchase."

I propose to continue this subject.

Landlord and Tenant Notebook.

Underlessees' Position on Forfeiture of Head Lease for Non-payment of Rent.

THE history of the law of relief against forfeiture shows that when Parliament gave statutory force to the rules of common law and equity and at the same time sought to improve upon them, a certain amount of confusion resulted. I do not say that the confusion was a greater evil than the obscurity which surrounded the ill-defined or ill-developed principles of the courts concerned; but the fact that the Legislature approached the problem now from one angle and then from another had the effect that, as regards the position of third parties interested in premises the lease of which was forfeited for non-payment of rent, the courts were more than once called upon to decide arguable points.

Parliament began by passing L.T.A., 1731, s. 2, since superseded by the Common Law Procedure Act, 1852, s. 212, the terms of which are similar. This provision enables a tenant and also "persons claiming or deriving title under the said lease," to obtain relief against forfeiture for non-payment of rent; but it does not say what will be the position when relief is granted. In *Doe d. Wyatt* v. *Byron* (1845), 1 C.B. 623, it was accordingly argued that an under-tenant (in reality a mortgagee of the term by way of sub-demise) could not claim relief; but the court was of the opinion that the term "tenant" embraced underlessees.

When the Common Law Procedure Act, 1860, s. 1, conferred jurisdiction to relieve *after* execution (till then exercised by equity only) on courts of common law, the opportunity was taken of providing that the effect of relief was that the lease continued, no new lease being necessary; but the opportunity of elucidating the position of under-tenants was missed, and the section speaks of "lessees, executors and administrators and assigns." And it was held in *Hare* v. *Elms* [1893] 1 Q.B. 605, that while the statute gave sub-tenants the same right as equity had given them, relief could not be claimed (as it could not have been in Chancery) unless the mesne tenant were made a party to the proceedings. The Conveyancing Acts of 1881 and 1892 were the next steps taken, the former dealing with relief against forfeiture for causes other than non-payment of rent and expressly declaring that the law on the latter subject was not affected (s. 14 (8)), while the latter introduced the vesting order, but said nothing about forfeiture for non-payment of rent.

The position was then that one statute provided, in somewhat vague terms and without adequate machinery, for relief to be extended to sub-tenants when mesne tenants incurred forfeiture by failing to pay rent; another statute simplified what machinery there was that applied to mesne tenants, but did not adequately provide for sub-tenants; and the latest enactment, bearing a title similar to that borne by an Act expressly declared not to touch forfeiture for non-payment of rent, introduced excellent machinery without saying whether its use was to be limited to cases in which a lease was forfeited on some ground other than non-payment of rent.

The case of *Gray* v. *Bonsall* [1904] 1 K.B. 601, C.A., brought one of those matters to a head. Relief had been granted on the application of an under-tenant, the judge of first instance not making it clear whether he was making the order under the Common Law Procedure Act, 1860, s. 1, or under the Conveyancing Act, 1892, s. 4. The landlord appealed, arguing that neither could apply; the one because the mesne tenant was not before the court, and the other because it merely amended and ought therefore be read together with the Conveyancing Act, 1881. The Court of Appeal held that either would do, the Conveyancing Act, 1892, being of general application; but Romer, L.J., observed that a judge ought in such circumstances to make a vesting order under that Act, and impose terms to meet the case. Difficulties as to the position of mesne tenants can thus be obviated. Since then, L.P.A., 1925, s. 146 (4), has repealed and replaced the Conveyancing Act, 1892, s. 4, but added "or for non-payment of rent," and thus made it impossible for the House of Lords to reverse *Gray* v. *Bonsall*.

The position of parties deriving title under mesne tenants was again considered in *Moore* v. *Smee and Cornish* [1907] 2 K.B. 8, C.A. The premises claimed by the plaintiff were the subject-matter of a ninety-nine-year lease granted in 1868 by the plaintiff's predecessor to the first defendant, who had not been served as he could not be found. In 1879 a successor had granted a sub-lease of the rest of the term less twenty-one days (the under-tenant not investigating title), and this the under-tenant had mortgaged to the predecessor of the second defendant. The rent had, since 1888, been paid by the second defendant's predecessor and by the second defendant. When possession proceedings were taken, rent being in arrear, he sought relief under the Common Law Procedure Act, 1852, s. 212; it was objected that he could not show title; but the court held that the statute was designed to protect anyone against whom ejectment could be brought, and was particularly useful in cases in which underlessees holding of long term lessees, and possibly ignorant of their titles, were concerned.

Our County Court Letter.

ASSIGNEES' LIABILITY FOR DILAPIDATIONS.

THE question whether a tenancy had devolved, upon the terms of the original agreement, was recently considered at Bury St. Edmunds County Court in *Harvey and others* v. *Gray and another*. The plaintiffs were the executrices of H. F. Harvey, deceased, and claimed £19 as damages for breach of a repairing clause, and £1 7s. as the cost of fumigation of a house. The latter had been let by an agreement (dated the 2nd July, 1898) made between the testator and the defendants' mother, who had died in 1910. The testator died in 1922, and the plaintiffs' case was that the defendants (after their mother's death) had succeeded her as tenants under the original agreement, viz., a fortnightly tenancy at a rent of 17s. a fortnight, which had been the same for thirty-five years. One of the plaintiffs stated that she had collected the rent since 1912, and had never given instructions for interior repairs (which she had assumed were done by the tenants) as the testator had never carried any out. The defendants' case was that (1) on their mother's death, the testator had offered the premises to their father, but he had been made bankrupt; (2) they themselves therefore became tenants (at 17s. a fortnight), nothing having been said about repairs, which were always carried out by the testator; (3) although their mother's signature (to the original

agreement) had been witnessed by one of the defendants, the latter were unaware of the contents. His Honour Judge Hildesley, K.C., held that (1) although one of the defendants had witnessed a signature, she did not necessarily remember the contents of the document twelve years later; (2) the later agreement (between the testator and the defendants) was made without reference to the original agreement. Judgment was therefore given for the defendants, with costs. It transpired that the agreement (being the work of an amateur) contained a covenant to keep in good repair, but was silent as to yielding up in good repair.

WIVES' CLAIMS TO HUSBANDS' ASSETS.

THE extent of a wife's contribution to the common fund was recently considered at Leeds County Court in *Vikunsky* v. *Vikunsky*, in which the wife claimed a declaration that she was part-owner of a house, and also of a confectionery shop. The husband counter-claimed for possession of the house (occupied by the wife) on the ground that the upkeep was too expensive, and he desired to sell the house with vacant possession. The plaintiff's case was that (1) since the marriage, she had rendered material financial assistance to her husband, (2) as they were now living apart, she was entitled to a division of the joint property. The defendant's case was that (*a*) the wife had refused the alternative accommodation offered, (*b*) he was prepared to find a home for her and their son. His Honour Judge Woodcock, K.C., held that, even if a wife helped her husband in business, she was not entitled (on trouble arising) either to remuneration or a share in the business. Judgment was therefore given for the defendant, including an order for possession. Compare "Husband's Liability for Wife's Debts," in the "County Court Letter," in our issue of the 29th April, 1933 (77 SOL. J. 297).

Land and Estate Topics.

By J. A. MORAN.

THE new Rent Restrictions Bill is now law; and the market for real property should benefit by the relaxation of rules and regulations that should have been removed long ago. Like all the eleven preceding Acts, it is an intricate measure and, in some parts, requires a lot of explanation. The clause that is sure to meet with the most popular approval is the one that deals with profiteering. In future a chief tenant must notify his landlord, within three months of the passing of the Act, of sub-lets, and the rent he is charging for them; and if he makes a new sub-let he must notify his landlord within fourteen days. If more is being charged than the "recoverable rent," the landlord can obtain possession. Under the Act, local authorities have the power to prosecute for offences against the Act, a power which no previous Act had given them.

The new order of things should stimulate activity in a market that has been very much neglected. After all, it is expecting too much from a person to take over the responsibilities of ownership that are hemmed in by drastic rules and regulations that may have been justified soon after the war, when the world was upside down. Freehold ground rents continue to maintain their premier position, and there appears to be no falling off in the demand for shop premises in leading thoroughfares. From now onwards, however, it will be surprising if those with capital to spare are not inclined to invest in a security that promises, with good management, a fair return on capital.

The general opinion at headquarters is that the Newcastle meeting was one of the best provincial gatherings ever held by the Auctioneers and Estate Agents Institute. Naturally the brunt of the work fell on the council, the local committee and Mr. Blake, the secretary, whose duties were made more arduous by the distance that separated him from the scene of operation. On the purely professional side the presidential address attracted most attention. It was short and very much to the point, but I am not at all sure that Colonel Anderson was right when he said that the modern house which may have cost the owner £7,000 or £8,000 five years ago, has, probably, depreciated 50 per cent. Surely much depends on what has happened in the vicinity meanwhile. The erection of a few factories or a repetition of the bungalow monstrosities that have disfigured some of our brightest rural spots would tend to depreciate the value of any big residence in the locality. The good house of five years ago that has not been disturbed by the faults, or the neglect, of local authorities, is not difficult to sell at what might fairly be accepted as a good price.

That the conference made a big impression in the Northern City was evidenced by the fact that columns of the local papers were given to a description of the dresses worn by the ladies at the Civic reception. Although I do not think for a moment it referred to the Garden of Eden, the dress of the "Old World Garden Style" would pass the understanding of a mere man. And "the gown of ivory georgette, with sparkling corsage and winged sleeves of silver sequins" fails to respond to my usually gifted imagination.

Another leading event of the month was the annual prize-giving of the College of Estate Management. What this grand institution has done, and is doing, for the budding surveyor, auctioneer or land agent, is best indicated by an extract from the speech of Mr. Adkin, the capable Head: "At the Chartered Surveyors Institution examination, Land Agency Sub-division, every one of the successful students was prepared by the college; and at the final examination of the Land Agents Society every one of the sixteen students prepared by the college was successful, whereas eleven of the seventeen students not prepared by the college failed to satisfy the examiners."

This is a record that would turn the heads of some of the old "coaches" in by-gone days.

It must be a comfort to those at the college to know that Mr. R. Hadland, the secretary, who underwent an operation for appendicitis a short while ago, is now well on the road to a complete recovery.

There is nearly always a pathetic side to the sale by auction of our old family estates; but now and then there is quite a cheerful air about the proceedings. For instance, at the recent sale of the Yorkshire Myton Estate, nearly all the tenants became the owners of their holdings, and, consequently, there is no break in old-time fellowship and association. But what appealed to the Yorkshire folk as much as anything else was the auctioneer's announcement that Mrs. Stapleton had decided, herself, to maintain the tradition of the Hall which has been in possession of the family for over three centuries. The sale too of Lord Clifden's Wimpole Hall Estate in Cambridgeshire had none of the anxieties that usually attend transactions of the kind. There is to be no breaking up, and the domain is to retain most of its old characteristics.

SOLICITORS ACT, 1933.

LAW SOCIETIES' PROPOSED DRAFT RULES.

Our attention has been drawn to the fact that there would appear to be some doubt as to the intention of these Rules which were published in our issue of the 1st July. From the President's speech at the Annual General Meeting it is clear that suggestions and criticisms of the Rules from members will be carefully considered by the Council, and there is every possibility that as a result thereof the Rules may undergo considerable alteration before reaching anything like final form. So far as we are aware, it has never been suggested that the purpose of issuing these Rules under the title "proposed draft", was merely in order to prepare solicitors in advance for regulations which would inevitably come into force on the 1st January next, and not for the purpose of giving the profession generally an opportunity of expressing their views thereon.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Company Law Reform.

Sir,—The suggestions for the amendment of the law relating to companies which are instanced in the current issue of your journal by Mr. Chas. L. Nordon would, I think, fail for the most part by reason of the difficulty of putting them into practice. It is not easy to see how vesting in the "twenty-five largest shareholders," meeting in private, the "exclusive right to nominate auditors for appointment at the forthcoming meeting" would inspire confidence in either the other existing shareholders or prospective shareholders in the company, and it would probably not be long before the disinterestedness of such an audit committee would be questioned. It is not understood by the writer why your correspondent specifies twenty-five and not a percentage; but in most cases the geographical distribution of shareholders (except in the instance of a local company with most of the shareholders near at hand) would render such a meeting almost wholly impossible. As to the plea, in connection with appointment of directors, that 49 per cent. of the shareholders are unrepresented, it would seem that here, as in other matters, the minority must be content to be ruled by the majority, and in any case it does not seem that your correspondent's belief that appointment of their own representative by a group representing 20 per cent. of the shareholders could not lead to abuse. It might happen that the 20 per cent. represented holders of shares of a class, and the invidiousness of such holders of a class having separate representation on the board is obvious.

If it be considered necessary that share transactions by Directors and officers should be subject to restriction lest they should take undue advantage of their internal knowledge of the company's affairs, surely it would be necessary to extend the restriction to directors' and officers' relatives and friends, and where would this end?

Your correspondent's suggestion that the chairman's speech at an annual meeting should not be delivered, but should accompany the report and balance sheet, may possibly meet with more support, except that for the benefit of some shareholders who like to hear the chairman speak he might be allowed a brief introductory speech of limited duration and tenor. The further suggestion in connection with meetings that shareholders wishing to speak should notify the secretary beforehand, indicating the points they desire to raise and the questions they wish to ask, might result in answers which would leave the advantage with the directors. The advantage of a surprise question by a shareholder at a meeting is such that it should be retained and prior notification of questions should be optional.

It is in connection with proxies that your correspondent's views will probably receive most support. The practice of sending out proxies in which the names of directors are printed as proxies, and the stamping of such proxies, is, of course, justified by the Court of Appeal judgment in *Peel* v. *L. & N.W. Railway* [1907] 1 Ch. 5, but the circumstances there were special. According to Buckley, L.J., in that case, however (where there was a body of shareholders, apparently, in opposition to the board), the test was whether what is done is reasonably necessary to obtain a satisfactory expression of the shareholders' views on a particular question.

In practice, the sending out of stamped proxy forms in which the directors are named as proxy of the shareholder, accompanied as is usual by a resolution emanating from the directors, does not necessarily obtain an expression of the shareholders' views. What it does usually is to place the voting strength entirely in the hand of the directors, enabling them to impose their will upon the company, frequently overruling a vote (sometimes unanimous) previously given on a show of hands by shareholders who have had the advantage of being present and hearing the arguments for and against a proposal.

It may be observed in connection with proxies by creditors in a winding up that r. 146 of the Winding Up Rules prohibits in any winding up (other than a members' voluntary winding up, in which the matter does not arise) the insertion of "the name or description" of any person as proxy in the forms of general and special proxy which by the rules are required to be sent out. In the case of proxies for a general meeting of a company it might be a useful amendment of the law to provide that a company shall not be allowed to insert the names of directors or other persons in any proxy, whether stamped or not, sent out by the company unless it bear a clear and unmistakable direction to the shareholder that he may, in place of the names so inserted, substitute the name of some person known to him to be a member of the company and competent under the articles to vote, who would be present at the meeting.

Chancery Lane, W.C.2. HERBERT W. JORDAN.
19th July.

Solicitors Act, 1933: Draft Rules.

Sir,—Does your correspondent Mr. E. M. B. Taylor really believe that The Law Society is going to maintain a force of peripatetic inspectors calling on solicitors periodically in order to examine their books of account, etc.?

Any inspection to be worth while would probably take on an average three days to carry out, and your correspondent has only to work out a simple sum to ascertain that a team of twelve inspectors working in pairs and doing twelve examinations a week without any annual holidays would, with 25,000 solicitors on the Roll, be able to get round to each one of us about once every fifty years!

To maintain this team of twelve inspectors would cost The Law Society not much less than £10,000 a year. Where would the funds come from?

A little consideration would have shown your correspondent that the draft Rules do not envisage a general periodical inspection of all solicitors' accounts, however infrequent, but only specific inspections of suspect cases, and therein lies the root of my criticism of the draft Rules, namely, that they contain no provision for insuring that all solicitors in practice habitually keep their accounts in accordance with the Rules, which is what the public are entitled to expect.

It would not entail much further work on a solicitor's auditor, if the accounts are properly kept, for him to issue a certificate that he has examined the solicitor's books of account, bank pass books, etc., and that the same are kept in accordance with the Rules.

As to the observation "let the profession keep its house in order," the City struck a similar posture twenty years ago and exclaimed "let finance keep its house in order," when the Legislature first proposed an independent audit of companies' accounts for the protection of the public.

There are a few unpalatable facts to be faced in this matter if the protection to be afforded to the public is to be a real one. They are as follows:—

(*a*) The majority of practising solicitors do not keep their clients' money in separate banking accounts.

(*b*) A very small percentage have their accounts audited annually by independent professional accountants.

(*c*) Over 90 per cent. of the cases of defalcation occur in one-man practices.

Bedford-row, W.C.1. G. W. FISHER.
24th July.

LINCOLN'S INN.

During the Long Vacation the Library is open from 11 to 4 (Tuesdays 11 to 5, last week 10 to 4). It is closed every Saturday, August Bank Holiday and 22nd to 31st August.

Reviews.

Sutton & Shannon on Contracts, being a fourth edition of "Pease and Latter's Students' Summary of the Law of Contracts." 1933. By RALPH SUTTON, M.A., of Lincoln's Inn, and N. P. SHANNON, of Gray's Inn, Barristers-at-law. Demy 8vo. pp. lxviii and (with Index) 393. London: Butterworth & Co. (Publishers) Limited. 12s. 6d. net.

The original edition of this work was primarily intended for students preparing for practice and the first author, Mr. Pease, to whom a well-deserved tribute is paid in the introduction to this fourth edition, was well known as a teacher of law, and possessed the experience and judgment necessary to produce a volume which not only set the leading principles of its subject in a form easily to be grasped by students, but also gave such practical illustrations as would make these principles still more clearly appreciated. The present volume has been practically re-written with a view to making it thoroughly up-to-date having regard to modern decisions, in particular the case of *Bell* v. *Lever Brothers* last year, which has necessitated an entire re-casting of certain portions of the book, though its general scheme and arrangement remain unaltered. A table of statutes runs into no less than forty-six pages. The whole subject of the law of contracts in its various phases is dealt with on careful lines which make the book complete and comprehensive from the point of view of the student and a valuable addition to the library of the experienced practitioner who is minded to refresh his memory by reading up a subject like this in its up-to-date aspects.

Handbook of Local Government Law (*outside London*). By C. J. F. ATKINSON, M.B.E., LL.B. (Lond.), Solicitor, Registrar of County Courts at Keighley, Otley and Skipton; Clerk to Otley U.D.C. Fourth Edition. 1933. Crown 8vo. pp. vii and (with Index) 290. London: Sir Isaac Pitman and Sons, Limited 7s. 6d. net.

This book is intended as a working guide to the practical business of councils. Its author has been associated with local government either as a member or an official of local bodies since the Local Government Act, 1894, was passed, and his object in producing this volume was to bring the gist of the laws relating to local government together into a handy volume and "in language understanded of the people." The volume describes the constitutions, powers and duties of borough districts and parish councils with reference to statute and case law. A brief sketch is given of the work of county councils. A special chapter is included dealing with education, and there are many useful practical notes on all sorts of matters connected with local government law. The author hopes that it will be of service to the legal profession as an indicator of where they can find their law as well as of service to all and sundry associated with or interested in the good administration of local government.

Books Received.

Practising Lawyer's Repertory. An Alphabetical Commonplace Book of Statute and Case Law and Rules of Procedure for the use of Lawyers in General Practice. By ALEXANDER CAIRNS, of the Middle Temple, Barrister-at-Law. 1933. Demy 8vo. pp. 434 (with Index) and pp. xvi. (Preface, Table of Cases and Index of Statutes.) London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 16s. net.

The New Jurisprudence. By EDWARD JENKS, D.C.L. (Oxon). 1933. Demy 8vo. pp. 290 (with Appendix and Index) and pp. xii (with Contents and Preface). London: John Murray. 9s. net.

Tax Cases. Vol. XVII. Parts V, VI, VII and VIII. 1933. London: H.M. Stationery Office. Per part, 1s. net.

Obituary.

JUDGE E. H. CHAPMAN.

His Honour Judge Edward Henry Chapman, County Court Judge, of the York Circuit No. 15, died in a London nursing home on Friday, 21st July, at the age of fifty-nine. Educated at Eton and Magdalen College, Oxford, he was called to the Bar by the Inner Temple in 1900, and joined the North-Eastern Circuit. From the time he left school he had been an officer in the 4th Battalion of the Yorkshire Regiment (Militia), and having served in France during the war, he afterwards went to Ireland in a judicial and military capacity. He was appointed Judge of the County Courts on Circuit No. 17 (Lincolnshire) in 1923, and was transferred to the Yorkshire Circuit in 1929.

MR. P. BRYDONE.

Mr. Patrick Brydone, B.A., solicitor, partner in the firm of Messrs. Warner, Son and Brydone, of Tonbridge, died suddenly in London on Sunday, 23rd July, at the age of fifty-six. He was educated at Lancing and Jesus College, Cambridge, and was admitted a solicitor in 1902. Mr. Brydone retired from practice about two months ago owing to ill-health.

MR. J. H. FRANCKEISS.

Mr. John Henry Franckeiss, solicitor, partner in the firm of Messrs. King and Franckeiss, of Portsmouth, died at Southsea, on Thursday, 20th July, at the age of fifty-eight. Mr. Franckeiss, who was admitted a solicitor in 1898, had been in ill-health for the past eighteen months.

MR. A. I. SHERWIN.

Mr. Alfred Inman Sherwin, solicitor, of Birmingham, died at his home at Edgbaston, on Friday, 21st July, at the age of fifty-eight. Mr. Sherwin, who was admitted a solicitor in 1900, was a member of the firm of Messrs. Ansell and Sherwin, solicitors, of Birmingham. He was also a director of several companies, and was legal adviser to the Aston Villa Football Club.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

As far as the Court of Chancery was concerned, Sir Nathan Wright was a mere political stop-gap. When William III put the Tories into power in 1700 and the Great Seal was in consequence taken from Lord Somers, nobody was particularly anxious to accept the care of it. Easter Term was about to begin and the Chancery cause-list was waiting, so, in default of anyone better, Wright was chosen. A good Common Lawyer, but with no knowledge of equity, he was able to steer clear of solecisms only by unremitting study and with the help of a manual of practice specially compiled for his use. The extreme caution with which he was obliged to proceed meant the piling up of arrears, and though his integrity as a judge was never challenged, he grew rich on the patronage attached to his office and used it to provide employment for his poor relations. He remained Lord Keeper till 1705, when the Great Seal was taken from him and given to Lord Cowper. He then retired to his country estates and thereafter lived the life of a county magnate until his death sixteen years later, on the 4th August, 1721.

A DIVORCE HAS BEEN ARRANGED.

Lord Merrivale's remarks in a recent divorce suit during which he observed that a certain individual concerned, the principal of an inquiry agency, "became a broker in divorce" setting out "to make money by trafficking in divorce," recall a much more serious and sensational case of trading in decrees—the affair of the Slater Agency in 1903. Here was an organisation consulted by the most distinguished people,

employing forty detectives and paying £10,000 a year in office expenses alone. Its advertisements claimed that for seventeen years it had not met with a single failure in the Divorce Court, thanks to its always being able to secure "reliable, independent and corroborative evidence." The founder was a "Captain" Slater, a tall, handsome, grizzled man, who looked every inch a soldier and a fine one, though his successive callings of pawnbroker's assistant, jeweller's assistant and solicitor's clerk gave him no place in the Army List. His downfall was brought about by the Pollard divorce suit, an undefended case in which, on the intervention of the King's Proctor, it was shown that £5,000 had been devoted to pursuing the husband with agents provocateurs for the purpose of securing the usual highly satisfactory evidence of adultery. The grand finale was staged at the Old Bailey with Darling, J., on the Bench and Carson prosecuting. Those immediately concerned with the Pollard transactions went to prison, though in the case of "The Captain himself," the jury failed to agree.

THE IMMORTALS.

A counsel, arguing a case arising out of a pensions scheme before Mr. Justice Eve recently, caused a good deal of amusement by affirming that in these days of unemployment it is for the public benefit that elderly men over sixty in receipt of pensions should be taken off the labour market. To judge by his hearty laugh, his lordship is not for the present likely to disappear from the judicial labour market, and a great pity it would be if he did, for whoever may be the weaker brethren on the Bench, it is certainly not the patriarchs. If the same be true across the Atlantic, it is a pity that President Roosevelt is anxious to replace some of the "nine old men," judges of the United States Supreme Court by younger lawyers of more modern outlook. It is remarkable how judicial service so often seems to preserve the faculties, and there is much to be said for the view expressed once by Patteson, J., in summing up a case at Derby: "The next witness was Mary Wilson, a very pretty young woman which I daresay you remember, but possessing peculiar notions as to age, for you may recollect when asked to describe a man, she said he appeared as if he was getting old, and being questioned by myself as to when she thought a man was getting old, she actually said 'at sixty-five'! Why, gentlemen, I'm sixty-five and I declare to you I am a perfect chicken."

Notes of Cases.

House of Lords.

Lochgelly Iron and Coal Co., Ltd. *v.* M'Mullan.

10th July, 1933.

WORKMEN'S COMPENSATION—EXCLUSION OF COMMON LAW ACTION—BREACH OF STATUTORY DUTY BY EMPLOYER—WORKMEN'S COMPENSATION ACT, 1925, s. 29 (1).

This was an appeal from the Second Division of the Court of Session, Scotland.

The action was brought by M'Mullan alleging that his son, a coal miner in the employ of the appellant company, was killed owing to the negligence of the appellants in not making secure the roof of the place where his son was working. The principal question was whether a plaintiff who was entitled to claim and receive compensation could sue for damages from the employer at common law in an action based solely on averments of alleged breach of statutory duty. The appellants contended that the action was excluded by s. 29 (1), which provided that when the injury was caused by the personal negligence or wilful act of the employer or of some person for whom the employer is responsible, nothing in the Act should affect the civil liability of the employer, and the employer should not be liable to any proceedings independently of the Act except in case of such personal negligence or wilful act as aforesaid. The respondent contended that actions at common law for damages for alleged breach of s. 49 of the Coal Mines Act, 1911, were not excluded by s. 29 (1) of the Workmen's Compensation Act, 1925, and that a breach on the part of the appellants of s. 49 of the Act of 1911 was *primâ facie* evidence of negligence and could not be excluded from inquiry.

Lord ATKIN, in giving judgment, said the provisions of s. 29 were not directed to forms of action, but dealt with substance, and whatever the form, if it were based on the fact that the injury was caused by personal negligence it was not affected by the section. The pleadings expressly alleged negligence of the employer, so that unless s. 29 intervened, an action would lie against the employer by a person injured by a breach of such duty, and the doctrine of common employment had no application, for the duty was imposed on the employer. The employer was alleged to have committed a breach of a duty owed by him to his servant to take a particular precaution, a state of facts which constituted negligence. All that it was necessary to show was a duty to take care to avoid injuring. He could not think that in such cases negligence only existed where the tribunal of fact agreed with the Legislature that the precaution was one that ought to be taken. The next question was whether the breach of duty was personal negligence or wilful act of the employer. But where the duty to take care was expressly imposed on the employer and not discharged, then in his opinion the employer was guilty of "personal" negligence. He was conscious that the result at which he had arrived was not in accord with the decision of the Court of Appeal in *Rudd* v. *Elder Dempster & Co.* [1933] 1 K.B. 566, but after weighing the judgments in both cases he preferred the reasoning in the present case. The appeal should be dismissed with costs.

Lords WARRINGTON, THANKERTON, MACMILLAN and WRIGHT agreed.

COUNSEL: *T. M. Cooper*, K.C., and *A. G. Erskine Hill*; *Duffes*, K.C., *W. Ingram*, K.C., *F. C. Watt* and *J. J. Cunningham*.

SOLICITORS: *Beveridge & Co.*, for *Wallace, Begg & Co.*, W.S., Edinburgh, and *J. M. Davidson*, Glasgow; *H. S. L. Polak & Co.*, for *W. Steele Nicoll*, S.S.C., Edinburgh, and *W. Philp*, Kirkaldy.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Bloomfield; Public Trustee *v.* Kohbeck.

Eve, J. 14th July, 1933.

WILL—GIFT OF RESIDUE FOR CRIPPLED EX-SERVICE MEN—SCHEME FOR DISTRIBUTION OF FUND.

This summons was taken out by the Public Trustee as executor and trustee of the will of the late Leonard Lionel Bloomfield, of Brighton, to determine whether any and which of the defendants were entitled under the residuary gift contained in the testator's will, and if none of them was so entitled then asking the court to settle a scheme for the distribution of the fund. By the will proved 16th June, 1917, the testator after directing the payment of an annuity of £500 to his wife during her life clear of income tax, gave his residuary estate to the Public Trustee upon trust for sale and conversion, investment of the proceeds and accumulation of surplus income until the expiration of ten years from his death, and at the expiration of such period he directed the Public Trustee to sell and convert his residuary estate and pay the same "to or for the benefit of any institutions which may have been formed in the County of Sussex for the purpose of housing, aiding and assisting crippled or otherwise maimed soldiers and sailors, such payment and distribution to be made to the said institution or institutions in such sums at such time or times and in such manner as his trustee in his sole discretion should think desirable." If there should be no such institution in

Sussex at that time then his trustee was to apply the residuary estate for the formation and endowment of such an institution elsewhere.

EVE, J., in giving judgment said it would be lamentable if the court was obliged to hold that not one of the institutions represented complied with the testator's bounty. The qualifications were cumulative. It was necessary to find a home in Sussex for maimed or crippled soldiers where they might be assisted to earn a living. He thought that the Eastbourne Soldiers and Sailors Home satisfied the conditions, and it was no argument against it that it was officered by women. He could not see that the testator was contemplating some kind of settlement in which the same patients should be permanently housed. The society received patients from elsewhere, but it also provided lodging for crippled ex-soldiers and sailors belonging to the district who had nowhere else to go. He (his Lordship) came to the conclusion that the institution satisfied the conditions of the will, and he directed a scheme for the administration of the fund.

COUNSEL: *C. A. J. Bonner, F. E. Skone James, P. M. Walters, E. M. Winterbotham, Walter Hart, Archer*, K.C., and *Andrewes-Uthwatt, Evelyn Riviere, Danckwerts.*

SOLICITORS: *Quicke & Card*, for *H. Montague Williams and Son*, Brighton; *Sharpe, Pritchard & Co.*, for *W. J. Harrison*, Town Clerk, Hove; *Pettitt, Ramsay & Lampard*, for *L. D. P. Swift*, Eastbourne; *Drake, Son & Parton; Knapp-Fisher & Wartnaby.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

H. M. F. Humphrey, Ltd. *v.* Baxter Hoare & Co., Ltd.

Roche, J. 6th July, 1933.

CONTRACT—SALE OF NUTS—WAREHOUSED—SUBSEQUENTLY FOUND MOULDY—WAREHOUSE-OWNER PROTECTED BY EXCEPTIONS CLAUSE.

In this case the plaintiffs, H. M. F. Humphrey, Ltd., claimed damages from the defendants, Baxter Hoare & Co., Ltd., for alleged negligence with regard to the storage of nuts. The plaintiffs, in April, 1931, bought from Arcos, Ltd., 30 tons extra quality and 15 tons first quality of Caucasian hazel nut kernels at £76 a ton, ex wharf London, to arrive in three or four days. On the 13th May, 1931, the plaintiffs paid Arcos, Ltd., £3,443 18s. 2d. in satisfaction of the contract. The nuts had arrived in due course and had been deposited by Arcos, Ltd., in a warehouse of the defendants, and Arcos, Ltd., gave the plaintiffs a delivery order for the quantity due to them. The plaintiffs left the nuts in the defendants' warehouse pending disposal of them. When the plaintiffs subsequently tried to sell the nuts they were found to be mildewed and damp and to a large extent unsaleable. The plaintiffs claimed £1,658 19s. 1d. as damages for alleged negligence in the storage of the nuts. The defendants denied that their warehouse was damp or in any way unsuitable, and they said that their contract was with Arcos, Ltd., and not with the plaintiffs. They also relied on a condition in their warehousing contract which was as follows: "... The company shall not be liable for loss, detention, damages, or injury of or to the goods or property howsoever and whensoever caused and of what kind soever. In particular and without prejudice to the foregoing the company shall not be liable for consequences of ... strikes and labour difficulties or for any act, neglect, or default of the company or its servants or for others for whom it might be responsible ..."

ROCHE, J., said that Arcos, Ltd., had deposited those nuts well knowing that there were conditions on the deposit contract but not troubling to read those conditions. The exceptions clause was very wide, but if parties chose to accept such a condition it was their affair; and as reasonable steps had been taken to bring it to the attention of Arcos, Ltd., they were bound by it. The question remained whether it bound the plaintiffs. Arcos, Ltd., passed the goods on to the plaintiffs by a delivery order, and he held that there was not a new contract, as the plaintiffs contended, free from any special conditions, between the plaintiffs and the defendants, but that the plaintiffs took over on the conditions already existing between Arcos, Ltd., and the defendants. There would therefore be judgment for the defendants.

COUNSEL: *Sergeant Sullivan*, K.C., and *E. G. Palmer*, for the plaintiffs; *Trapnell*, K.C., and *H. L. Parker*, for the defendants.

SOLICITORS: *Carter & Bell; Keene, Marsland, Bryden and Besant.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Societies.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 5th and 6th July, 1933:—

Samuel Bernard Adler, Frederick Charles Allée, Jack Stenton Allen, Julien Baines, James Arthur Berry, Louis Michael Blackmore, Thomas Nadauld Nugent Brushfield, Edgar Samuel Buck, Philip Bulman, William Raymond Byrne, John Waymouth Crabb, Harry George Culliss, Anthony D'Oyley Elliot Daunt, Daniel Jenkins Davies, William Daniel Davies, John Dudley Dixon, John Sherwood Dodd, Edmund James Downs, John Edmund Sidney Duff, George Edwards, William Frank Illingworth Evans, Dennis Ledward Forde, Bertram Charles Foster, Hugh Charles Fraser, Herbert William Gamble, Gordon Garrood, Noël Newbold Gittins, David Eric Goy, Maurice Campbell Green, Peter John Griffiths, Thomas Wynne Griffiths, Norman Guthrie, Arthur Geoffrey Theodore Hadley, Frank Haynes, Norman John Highwood, Edward Henry Hill, Cyril Charles Hitch, Cyril Wright Hodgson, Reginald Frank Ingoldby, David Gray Jackson, Alfred Norman James, Arthur Jones, Eric Saxon Kearsley, Walter Kraft, Alice Lauriston, James Barron Rodway Leeming, John Victor Lloyd-Jones, Bernard Henry Lock, John Norton Lowe, Alexander Kenneth Stebbing McCurdy, Hugh William Wylie MacNaught, Charles George Manser, Edwin James Thomas Matthews, Michael Wyatt Maxwell, Jack Llewellyn Mears, Thomas Patrick Keith Oakey, Bernard Oberman, Mervyn Preece Prichard, Robert Edward Heath Pryce, Richard Owen Rhys, Maurice Allpress Robinson, Ernst Rollmann, Edgar George Seagroatt, Simon Sebba, Alan John Shay, Kenneth Frederick Simpson, Ronald Desmond Crawford Slade, Gilbert Statter Spragge, Geoffrey Stott, Peter Henri Talbot, Basil Ernest Thompson, Edward Keith Thompson, William Kenneth Graham Thurnall, John Archibald Whitham, Thomas Edward Whiting, Philip Charles Livesey Wicks, Godfrey Lionel Steele Wilkinson, Jack Wilkinson, Robert Leslie Williams, William Wilson, Stanley Wise, Trevor Francis Yorke-Starkey.

No. of Candidates, 193. Passed, 82.

Gray's Inn.

The Lord Justice Holker Scholarship (Bacon) of 1933 (£100 a year for three years) has been awarded to Mr. Gilbert Alexander Forrest, of St. Edmund Hall, Oxford.

The Lord Justice Holker Scholarship (Holt) of 1933 (£80 a year for three years) has been awarded to Mr. Edgar Dennis Smith, of Birmingham University.

Parliamentary News.

Progress of Bills.

House of Lords.

Aberdeen Harbour (Rates) Order Confirmation Bill.
Read Third Time. [26th July.
Adelphi Estate Bill.
Commons Amendments agreed to. [26th July.
Administration of Justice (Scotland) Bill.
Read Third Time. [26th July.
Barking Corporation Bill.
Commons Amendments agreed to. [20th July.
Bootle Corporation Bill.
Commons Amendments agreed to. [25th July.
Bridlington Corporation Bill.
Read Third Time. [20th July.
British Nationality and Status of Aliens Bill.
Read Third Time. [20th July.
Burghead Burgh and Harbour Order Confirmation Bill.
Read Second Time. [25th July.
Canterbury Extension Bill.
Commons Amendments agreed to. [25th July.
Church of England (Property and Endowments) Amendment Bill.
Commons Amendments agreed to. [26th July.
Dewsbury Corporation Bill.
Read Third Time. [20th July.
Dundee Harbour and Tay Ferries Order Confirmation Bill.
Read Third Time. [20th July.
Electricity (Supply) Bill.
Read Third Time. [25th July.
Firearms and Imitation Firearms (Criminal) Bill.
Read Third Time. [26th July.
Grampian Electricity Supply Order Confirmation Bill.
Read Third Time. [26th July.
Isle of Man (Customs) Bill.
Read Third Time. [25th July.
Kingston-upon-Hull Corporation Bill.
Read Third Time. [20th July.
Knutsford Light and Water Bill.
Commons Amendments agreed to. [25th July.
Leith Harbour and Docks Order Confirmation Bill.
Read Third Time. [26th July.
Local Government and Other Officers' Superannuation (Temporary Provisions) Bill.
Read Third Time. [25th July.
Local Government Bill.
Read Third Time. [26th July.
Maldens and Coombe Urban District Council Bill
Commons Amendments agreed to. [25th July.
Manchester Royal Infirmary Bill.
Read Third Time. [20th July.
Manchester Ship Canal Bill.
Read Third Time. [20th July.
Middlesbrough Corporation Bill.
Commons Amendments agreed to. [25th July.
Ministry of Health Provisional Order Confirmation (Wath Swinton and District Joint Hospital District) Bill.
Commons Amendments agreed to. [26th July.
Ministry of Health Provisional Order Confirmation (Wellington, Salop) Bill.
Read Third Time. [20th July.
Ministry of Health Provisional Order Confirmation (Worthing) Bill.
Read Third Time. [20th July.
Ministry of Health Provisional Order (Street) Bill.
Read Third Time. [26th July.
Ministry of Health Provisional Orders Confirmation (Maidstone and Stockton-on-Tees) Bill.
Commons Amendments agreed to. [26th July.
Pier and Harbour Provisional Orders (Elgin and Lossiemouth and Southwold) Bill.
Reported, with Amendment. [20th July.
Plympton St. Mary Rural District Council Bill.
Read Third Time. [20th July.
Private Legislation Procedure (Scotland) Bill.
Read Third Time. [20th July.
Rhondda Passenger Transport Bill.
Commons Amendments agreed to. [20th July.
Road and Rail Traffic Bill.
Read First Time. [25th July.
Road Traffic (Compensation for Accidents) Bill.
In Committee. [25th July.
St. Helens Corporation Bill.
Read Third Time. [20th July.
Sea-Fishing Industry Bill.
Read Third Time. [26th July.
Service of Process (Justices) Bill.
Read Third Time. [26th July.
Sheffield Extension Bill.
Commons Amendments agreed to. [25th July.
Summary Jurisdiction (Appeals) Bill.
Commons Amendments agreed to. [20th July.
Superannuation (Ecclesiastical Commissioners and Queen Anne's Bounty) Bill.
Read First Time. [26th July.
Wigan Corporation Bill.
Commons Amendments agreed to. [25th July.
Wimbledon Corporation Bill.
Commons Amendments agreed to. [20th July.

House of Commons.

Adelphi Estate Bill.
Read Third Time. [24th July.
Barking Corporation Bill.
Read Third Time. [20th July.
Bootle Corporation Bill.
Read Third Time. [20th July.
Bridlington Corporation Bill.
Lords Amendments agreed to. [24th July.
Burghead Burgh and Harbour Order Confirmation Bill.
Read Third Time. [24th July.
Canterbury Extension Bill.
Read Third Time. [20th July.
Coal Mines Act (1930) Amendment Bill.
Read First Time. [20th July.
Consolidated Fund (Appropriation) Bill.
Read Second Time. [26th July.
Dewsbury Corporation Bill.
Lords Amendments agreed to. [24th July.
Dover Harbour Bill.
Read Third Time. [26th July.
East Hull Gas Bill.
Read Third Time. [25th July.
Electricity (Supply) Bill.
Lords Amendments agreed to. [25th July.
Firearms and Imitation Firearms (Criminal Use) Bill.
Read First Time. [26th July.
Gas Light and Coke Company Bill.
Lords Amendments agreed to. [21st July.
Grampian Electricity Supply Order Confirmation Bill.
Read Third Time. [20th July.
Grosvenor Estate Bill.
Read Third Time. [24th July.
Kingston-upon-Hull Corporation Bill.
Lords Amendments agreed to. [24th July.
Knutsford Light and Water Bill.
Read Third Time. [24th July.
Local Government and Other Officers Superannuation (Temporary Provisions) Bill.
Lords Amendments agreed to. [26th July.
Local Government Bill.
Read First Time. [26th July.
London and North Eastern Railway Order Confirmation Bill.
Read Third Time. [24th July.
London Midland and Scottish Railway Order Confirmation Bill.
Read Third Time. [25th July.
Mablethorpe and Sutton Urban District Council Bill.
Lords Amendments agreed to. [21st July.
Maldens and Coombe Urban District Council Bill.
Read Third Time. [24th July.
Manchester Royal Infirmary Bill.
Lords Amendments agreed to. [24th July.
Middlesbrough Corporation Bill.
Read Third Time. [24th July.
Ministry of Health Provisional Order Confirmation (Chepping Wycombe) Bill.
Read Third Time. [20th July.
Ministry of Health Provisional Order Confirmation (Luton Water) Bill.
Read Third Time. [20th July.
Ministry of Health Provisional Order Confirmation (Mid-Glamorgan Water Board) Bill.
Read Third Time. [20th July.
Ministry of Health Provisional Order Confirmation (South Somerset Joint Hospital District) Bill.
Read Third Time. [20th July.
Ministry of Health Provisional Order Confirmation (Warwick) Bill.
Read Second Time. [26th July.
Ministry of Health Provisional Order Confirmation (Wath Swinton and District Joint Hospital District) Bill.
Read Third Time. [21st July.

Ministry of Health Provisional Order Confirmation (Wellington Salop) Bill.
Read First Time. [20th July.
Ministry of Health Provisional Order Confirmation (Worthing) Bill.
Read First Time. [20th July.
Ministry of Health Provisional Order Confirmation (Wrexham and East Denbighshire Water) Bill.
Read Third Time. [20th July.
Ministry of Health Provisional Orders Confirmation (Ely, Holland and Norfolk) Bill.
Read Third Time. [20th July.
Ministry of Health Provisional Orders Confirmation(Maidstone and Stockton-on-Tees) Bill.
Read Third Time. [21st July.
Nationality of Jews Bill.
Read First Time. [26th July.
Pier and Harbour (Elgin and Lossiemouth and Southwold) Bill.
Lords Amendment agreed to. [26th July.
Plympton St. Mary Rural District Council Bill.
Lords Amendments agreed to. [24th July.
Rhondda Passenger Transport Bill.
Read Third Time. [20th July.
Road and Rail Traffic Bill.
Read Third Time. [21st July.
St. Helens Corporation Bill.
Lords Amendments agreed to. [24th July.
Samaritan Free Hospital for Women Bill.
Read Third Time. [24th July.
Sheffield Extension Bill.
Lords Amendments agreed to. [21st July.
Slaughter of Animals Bill.
Lords Amendments agreed to. [20th July.
Superannuation (Ecclesiastical Commissioners and Queen Anne's Bounty) Bill.
Read Third Time. [25th July.
Tithe Amendment Bill.
Read First Time. [26th July.
Wimbledon Corporation Bill.
Read Third Time. [20th July.

Rules and Orders.

PROVISIONAL REGULATIONS DATED JULY 19, 1933, MADE BY THE MINISTER OF HEALTH UNDER SECTION 14 OF THE RENT AND MORTGAGE INTEREST RESTRICTIONS (AMENDMENT) ACT, 1933, FOR PRESCRIBING CERTAIN FORMS OF NOTICES AND APPLICATION FOR REGISTRATION UNDER THAT ACT.

77529.

The Minister of Health hereby certifies under Section 2 of the Rules Publication Act, 1893 that on account of urgency the following regulations should come into force immediately, and in exercise of the powers conferred upon him by section 14 of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933 and of all other powers enabling him in that behalf he hereby makes the following regulations to come into force forthwith as provisional regulations :—

1. These regulations may be cited as the Rent Restrictions Regulations, 1933, and shall come into operation on the date hereof.

2. The form contained in Part I of the Schedule to these Regulations shall be substituted for the form contained in the First Schedule of the Act of 1920.

3. As from the 30th day of September, 1933 every rent book or similar document used by or on behalf of any landlord in relation to any dwelling house to which the principal Acts apply shall contain a notice, in the form set out in Part II of the schedule to these regulations, or in a form substantially to the like effect, of all the matters referred to in the said form.

4. Application for the registration of any dwelling house under the provisions of Section 2 of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933 shall be made in the form set out in Part III of the Schedule to these Regulations or in a form substantially to the like effect.

SCHEDULE.

PART I.

Rent and Mortgage Interest Restrictions Acts.
Notice of Increase of Rent.

Date.....

To , tenant of

Take notice that the rent of the above premises will as from be per
[and as from be per].

Details showing how this rent is made up are given below.

(Signed).....
(Address) .....

	£ s. d.	
(*a*) Standard Rent of the premises		per
(*b*) per cent. of £ s. d. (the net rent of the premises)		,, ,,
(*c*) per cent. of £ s. d. spent on improvements and structural alterations not including decorations and repairs to the premises		,, ,,
(*d*) Increase of rates payable by the landlord in respect of the premises from £ s. d. in [1914] to £ s. d. for the current rating period ..		,, ,,
(*e*) per cent. of £ s. d. being the net rent of the sub-tenancies (if any) in the house		,, ,,
Total rent ..		

Note 1.—Any increase of rent over the standard rent under heads (*b*) (*c*) and (*d*) can only be charged after notice has been given by the landlord in the statutory form of notice or a form substantially to the same effect. At least four weeks' notice must be given in the case of an increase under heads (*b*) and (*c*), but only one week's notice is necessary in the case of an increase under head (*d*). Where a valid notice of increase has been served on any tenant (whether in the form prescribed by the Act of 1920 or, in future, in this form), the increase may be continued without further notice to any subsequent tenant.

Note 2.—The maximum permitted increase under head (*b*) is 40 per cent. of the net rent. If the tenant considers that the premises are not in a reasonable state of repair he can apply to the sanitary authority for a certificate to that effect. (A fee of one shilling is chargeable on an application for a certificate but if the certificate is granted the shilling can be deducted from the rent.) Where a certificate is granted, and the tenant serves a copy of it on the landlord, the tenant may withhold that part of the increase in the rent set out under (*b*) above until the landlord has executed the necessary repairs to the satisfaction of the sanitary authority.

If, however, the landlord can prove to the County Court that the condition of the house is due to the tenant's neglect or default or breach of agreement, he may be able to recover all or part of the money withheld.

Instead of withholding the amount under (*b*) the tenant may apply direct to the County Court for an Order suspending this amount. In that case, he must satisfy the Court, by producing a certificate from the sanitary authority, or in some other manner, that the house is not in a reasonable state of repair.

The address of the sanitary authority is.....
.....

Note 3.—The maximum permitted increase under head (*c*) is 6 per cent. of the cost if the work was done before 2nd July, 1920, and 8 per cent. if done after that date. If the tenant claims that the work was unnecessary or the cost excessive, he can apply to the County Court for an order reducing the part of the increase in rent set out under (*c*), but an order can only be made if he was the tenant when the work was done and had not consented to it in writing, or was the first tenant after the work was done, and was not informed of the nature and cost of the improvements and the increased rent chargeable before taking the house.

Note 4.—The maximum permitted increase under head (*d*) is the increase in the current rates payable by the landlord over the corresponding amount paid in the rating period which included the 3rd August, 1914, or, if for some reason no rates were payable for that rating period, the period when rates first became payable thereafter.

Note 5.—Where part of a house is lawfully sub-let. the maximum permitted increase chargeable by the landlord of the whole house under head (*e*) is 5 per cent. of the net rent of the part sub-let ; the maximum permitted increase chargeable by the tenant who has sub-let the part is 10 per cent. of the net rent of the part sub-let.

PART II.

Form of Notice to be inserted in every Rent Book, or similar document in respect of a house to which the Rent and Mortgage Interest Restrictions Acts apply.

1. Address of premises.....
2. Name and Address of landlord.....
3. Name and Address of agent (if any).....
4. The standard rent of the premises is.....per.....
5. The current rent includes £ s. d. per.....in respect of the permitted increase of [10] per cent. of the net rent, part of which is in respect of the landlords liability for repairs.
6. If there is disagreement as to the rent properly chargeable. the landlord, tenant, or sub-tenant can apply to the County Court to settle the question.

7. If the tenant considers that the premises are not in a reasonable state of repair, he is entitled to apply to the sanitary authority for a certificate to that effect. Where a certificate is granted, and the tenant serves a copy of it on the landlord, the tenant may deduct from the rent the whole of the amount stated in paragraph 5 of this notice, until the landlord has executed the necessary repairs to the satisfaction of the sanitary authority. If however the landlord can prove to the County Court that the condition of the house is due to the tenant's neglect or default or breach of agreement, he can recover all or part of the money withheld.

Alternatively, the tenant may apply to the County Court for an Order reducing the rent. In that case, he must satisfy the Court, by producing a certificate from the sanitary authority or otherwise, that the house is not in a reasonable state of repair.

The address of the sanitary authority is.....
.....

8. If the tenant sub-lets part of the premises unfurnished, he must give the landlord a statement in writing of the sub-letting, giving particulars of occupancy, including the rent charged. The penalty for failing to do this without reasonable excuse, or for giving false particulars, is a fine not exceeding £10. The particulars must be given to the landlord within fourteen days after sub-letting, or if the rooms were already sub-let on the 18th July, 1933, not later than the 18th October, 1933. Where particulars have once been given to the landlord, it is not necessary to supply them again if the only change is a change of sub-tenant.

9. A landlord is entitled to apply to the County Court for an Order for possession against a tenant who is overcharging his sub-tenant, and where the County Court has already fixed the proper rent for a sub-tenancy, a tenant who overcharges his sub-tenant is liable to a fine of £100.

PART III.

Form of Application for Registration of a House under Section 2 of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933.

Date .....

To the.....Council.

I hereby declare that to the best of my belief the house[s] of which particulars are set out below and of which I am the landlord, [is / are] [a] house[s] to which the Rent and Mortgage Interest Restrictions Acts had ceased to apply by virtue of Section 2 of the Rent and Mortgage Interest Restrictions Act, 1923, prior to the 18th July, 1933, and I accordingly make application for the registration of such house[s].

(Signature).....

(Address) .....

*Address of dwellinghouse.	Rateable Value on 1st [6th] April, 1931, if dwellinghouse was then a separately rated hereditament.

* Sufficient particulars must be given to identify the dwellinghouse where it forms part only of a rateable hereditament.

Note 1.—Applications for registration after the 18th October, 1933, can only be made pursuant to a certificate of the County Court under section 2 (2) of the Act of 1933. The certificate should accompany any such application.

Note 2.—Section 2 (6) of the Act of 1933 provides as follows :—

"If any person, with intent to deceive, knowingly makes any false statement calculated to lead to the belief that a dwellinghouse of which the rateable value on the appointed day did not exceed the respective amount mentioned in subsection (1) of this section is, by virtue of the provisions of the said section two of the Act of 1923, not a dwellinghouse to which the principal Acts apply, he shall be guilty of an offence and liable on summary conviction thereof to a fine not exceeding ten pounds or to imprisonment for a term not exceeding three months or to both such fine and imprisonment."

Given under the Official Seal of the Minister of Health this nineteenth day of July, nineteen hundred and thirty-three.

(L.S.) *R. B. Cross,*
Assistant Secretary,
Ministry of Health.

Long Vacation, 1933.

HIGH COURT OF JUSTICE.

NOTICE.

During the Vacation, up to and including Thursday, 31st August, all applications "which may require to be immediately or promptly heard," are to be made to the Hon. Mr. Justice ATKINSON.

COURT BUSINESS.—The Hon. Mr. Justice ATKINSON will, until further notice, sit in King's Bench Court III, Royal Courts of Justice, at half-past 10 on Wednesday in each week commencing on Wednesday, 2nd August, for the purpose of hearing such applications of the above nature, as, according to the practice in the Chancery Division, are usually heard in Court.

PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrar's Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made :—

1.—Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of notice of motion, one bearing a 5s. impressed stamp.

3.—Two copies of writ and two copies of pleadings (if any).

4.—Office copy affidavits in support, and also affidavits in answer (if any).

No Case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their Papers.

URGENT MATTERS WHEN THE JUDGE IS NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows :—"Chancery Official Letter : To the Registrar in Vacation, Chancery Registrar's Office, Royal Courts of Justice, London, W.C.2."

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The Chancery Chambers will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice ATKINSON will sit for the disposal of King's Bench Business in Judge's Chambers at half-past 10 on Tuesday in each week.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House every day during the Vacation at 11.15 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 9th and 23rd August, and the 6th and 20th September, at the Principal Probate Registry at 12.15.

Decrees will be made absolute on each Wednesday during the Vacation, except Wednesday the 2nd August.

All Papers for making Decrees absolute are to be left at the Contentious Department, Somerset House, on the preceding Thursday, or before 2 o'clock on the preceding Friday. Papers for Motions may be lodged at any time before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m. except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

Royal Courts of Justice.
Room 136.

BREAMS BUILDINGS.

We are officially informed that, in view of objections by the occupiers of premises in Breams-buildings, Chancery-lane, the London County Council has decided not to give effect to the proposal to rename Breams-buildings as Breams-lane. A current topic commenting on the suggestion appeared in our issue of 20th May, at p. 346.

Legal Notes and News.

Honours and Appointments.

The Secretary of the Admiralty announces that the First Lord has appointed Mr. JOHN GRAHAM TRAPNELL, K.C., to be Judge-Advocate of the Fleet. Mr. Trapnell, who is Recorder of Plymouth, was called to the Bar at Inner Temple in 1903.

Sir FRANCIS AGAR has been elected chairman of the London Court of Arbitration in succession to Mr. Charles S. Wilson, whose term of office has expired. Mr. F. W. PARSONS has been elected deputy-chairman.

Mr. J. C. PARKER, solicitor, of Wellingborough, has been appointed to succeed his father, the late Mr. J. T. Parker, as Coroner for East Northamptonshire. Mr. J. C. Parker was admitted a solicitor in 1898.

Mr. ROBERT WALSH, solicitor, Deputy Town Clerk of Gloucester, has been appointed Town Clerk of Boston, in succession to Mr. Edmund Waite, resigned. Mr. Walsh was admitted a solicitor in 1928.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

SIR LEONARD KERSHAW.

At the Law Courts last Tuesday, Sir Leonard Kershaw, the Master of the Crown Office and Registrar of the Court of Criminal Appeal, who is retiring at the end of July, was presented by Mr. G. Edwards, the chief usher in the courts, with a gold mounted tobacco pouch as a token of the regard in which he is held by Mr. Edwards's colleagues.

NOTICE TO CONTRIBUTORS.

The Editor will be pleased to consider for publication contributions and correspondence from any professional source upon matters of legal interest.

All contributions (including correspondence) should be typewritten and on one side of the paper only, and must be accompanied by the name and address of the contributor.

The Editor is unable to accept any responsibility for the safe custody of contributions submitted to him, and copies should therefore be retained. The Editor will, however, endeavour in special circumstances to return unsuitable contributions within a reasonable period, if a request to this effect and a stamped addressed envelope are enclosed with the manuscript.

The copyright of all contributions published shall belong to the proprietors of THE SOLICITORS' JOURNAL, and, in the absence of express agreement to the contrary, this shall include the right of republication in any form the proprietors may desire.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE MAUGHAM. Witness. Part II.
July 31	Mr. Hicks Beach	Mr. Ritchie	Mr. More	Mr. Ritchie

DATE.	GROUP I. MR. JUSTICE BENNETT. Witness. Part I.	GROUP II. MR. JUSTICE CLAUSON. Witness. Part II.	MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
July 31	Mr. *Andrews	Mr. *Hicks Beach	Mr. *Blaker	Mr. Jones

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

The Long Vacation will commence on Tuesday, the 1st day of August, 1933, and terminate on Saturday, the 30th day of September, 1933, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 17th August, 1933.

	Div. Months.	Middle Price 26 July 1933.	Flat Interest Yield.	†Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	107½	3 14 5	3 10 11
Consols 2½%	JAJO	72¾	3 8 9	—
War Loan 3½% 1952 or after	JD	99	3 10 8	—
Funding 4% Loan 1960-90	MN	109⅜	3 12 11	3 8 10
Victory 4% Loan Av. life 29 years	MS	109	3 13 5	3 10 0
Conversion 5% Loan 1944-64	MN	116½	4 5 10	3 3 10
Conversion 4½% Loan 1940-44	JJ	109½	4 2 2	2 19 6
Conversion 3½% Loan 1961 or after	AO	99½	3 10 4	—
Conversion 3% Loan 1948-53	MS	98	3 1 3	3 2 8
Conversion 2½% Loan 1944-49	AO	93	2 13 9	3 1 3
Local Loans 3% Stock 1912 or after	JAJO	85	3 10 7	—
Bank Stock	AO	347½	3 9 1	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	74⅛	3 13 10	—
India 4½% 1950-55	MN	106½	4 4 6	3 19 4
India 3½% 1931 or after	JAJO	82½	4 4 10	—
India 3% 1948 or after	JAJO	70½	4 5 1	—
Sudan 4½% 1939-73	FA	108	4 3 4	2 17 11
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	106	4 14 4	4 7 0
Canada 3½% 1930-50	JJ	98	3 11 5	3 13 2
*Cape of Good Hope 3½% 1929-49	JJ	99	3 10 8	3 11 8
Natal 3% 1929-49	JJ	94	3 3 10	3 10 5
New South Wales 3½% 1930-50	JJ	92	3 16 1	4 3 4
*New South Wales 5% 1945-65	JD	105	4 15 3	4 9 1
*New Zealand 4½% 1948-58	MS	104	4 6 6	4 2 9
*New Zealand 5% 1946	JJ	106	4 14 4	4 6 11
*Queensland 4% 1940-50	AO	100	4 0 0	4 0 0
*South Africa 5% 1945-75	JJ	110	4 10 11	3 18 9
*South Australia 5% 1945-75	JJ	105	4 15 3	4 9 1
Tasmania 3½% 1920-40	JJ	98	3 11 5	3 17 1
Victoria 3½% 1929-49	AO	93	3 15 3	4 2 0
*W. Australia 4% 1942-62	JJ	100	4 0 0	4 0 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	84	3 11 5	—
Birmingham 4½% 1948-68	AO	112	4 0 4	3 9 3
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	98	3 11 5	3 12 8
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	71	3 10 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	84	3 11 5	—
Manchester 3% 1941 or after	FA	84	3 11 5	—
Metropolitan Consd. 2½% 1920-49	MJSD	92½	2 14 1	3 2 1
Metropolitan Water Board 3% "A" 1963-2003	AO	84½	3 11 0	3 12 1
Do. do. 3% "B" 1934-2003	MS	87	3 9 0	3 10 1
Do. do. 3% "E" 1953-73	JJ	93	3 4 6	3 6 5
*Middlesex C.C. 3½% 1927-47	FA	100	3 10 0	3 10 0
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 5
Nottingham 3% Irredeemable	MN	84	3 11 5	—
*Stockton 5% 1946-66	JJ	112	4 9 3	3 16 2
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	100¼	3 19 7	—
Gt. Western Rly. 5% Rent Charge	FA	114¼	4 7 4	—
Gt. Western Rly. 5% Preference	MA	93	5 7 6	—
‡L. & N.E. Rly. 4% Debenture	JJ	89	4 9 11	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	77½	5 3 3	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	92½	4 6 6	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	85	4 14 1	—
Southern Rly. 4% Debenture	JJ	100¼	3 19 7	—
Southern Rly. 5% Guaranteed	MA	111	4 10 1	—
Southern Rly. 5% Preference	MA	96	5 4 2	—

* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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